

JUDGE CHIN

SRA FILE #847-8003

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JILL A. AZZARELLO,

Plaintiff,

Docket No.:

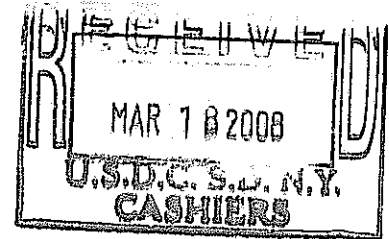
08 CV 2853

-against-

**NOTICE OF REMOVAL**

CDL HOTELS USA, INC., CDL (NYL) LIMITED,  
CDL (NEW YORK) L.L.C., CITY  
DEVELOPMENTS LIMITED (CDL) and  
MILLENIUM & COPTHORNE PLC.,

Defendants.



**TO: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

Defendants CDL HOTELS USA, INC. and CDL (NYL) LIMITED hereby remove this action from the Supreme Court of the State of New York, County of Erie, to the United States District Court for the Southern District of New York.

1. A civil action has been brought against Petitioners in the Supreme Court of the State of New York, County of Erie, which is entitled Jill A. Azzarello v. CDL Hotels USA, Inc., CDL (NYL) Limited, CDL (New York) L.L.C., City Developments Limited (CDL) and Millenium & Copthorne PLC., under Index Number 2008-1096. A copy of the Summons and Complaint is annexed hereto as Exhibit "A". Upon information and belief, defendants received notice of this action on or about February 26, 2008.

2. The above described action is one in which the Court has original jurisdiction under the provisions of 28 U.S.C. §1332, and is one which may be removed to this Court by Petitioner herein pursuant to the provisions of 28 U.S.C. §1332(a)(2)

and (c)(1) and 28 U.S.C. §1441, in that it is a civil action between a citizen of one state and a corporation which is incorporated and has its principal place of business in a foreign state. Upon information and belief the matter in controversy exceeds the sum of \$75,000 exclusive of interest and costs. Further, pursuant to 28 USCS § 1391(c), as defendants CDL HOTELS USA, INC. and CDL (NYL) LIMITED are foreign corporations whose registered agent within the State of New York is located in New York County, this action is properly removed to this Court.

3. Upon information and belief, at the time of the commencement of this action and at the filing of this Notice of Removal:

- (a) Plaintiff is a citizen of the State of New York, residing in the State of New York, County of Erie; and
- (b) Defendants CDL HOTELS USA INC. and CDL (NYL) LIMITED, are corporations organized and existing under the laws of Delaware, with their principal places of business located in Greenwood Village, Colorado. Defendant CDL (NEW YORK) L.L.C. is a limited liability company organized and existing under the laws of Delaware. These defendants have as their registered agent within the State of New York: CT Corporation, 111 Eighth Avenue, New York, New York 10011.

4. Plaintiff seeks money damages for personal injuries resulting from an accident that allegedly took place on January 25, 2006 at or near the Millenium Resort Scottsdale McCormick Ranch located at 7401 North Scottsdale Road, in the County of Maricopa and State of Arizona. It is alleged that defendant negligently created a dangerous and hazardous condition.

5. Plaintiff JILL A. AZZERELLO alleges that as a result of this incident she sustained personal injuries. Upon information and belief, the alleged injuries may be sufficient to meet the jurisdictional minimum amount in controversy.

6. This notice of removal is timely, since it is filed within thirty (30) days of defendant's receipt of the Summons and Complaint.

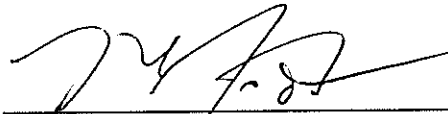
7. The defendant will promptly file a copy of this Notice in the Supreme Court of the State of New York, County of Erie, and will serve a copy of same on the plaintiff in accordance with 28 U.S.C. §1446(d).

**WHEREFORE**, defendants CDL HOTELS USA, INC. and CDL (NYL) LIMITED respectfully request that the action pending against it in the Supreme Court of the State of New York, County of Erie be removed there from to this Court.

Dated: New York, New York  
March 18, 2008

Yours, etc.

STRONGIN ROTHMAN & ABRAMS, LLP



MARC J. MONTE (MM 0463)

Attorneys for Defendant

CDL HOTELS USA, INC. and CDL (NYL)  
LIMITED

5 Hanover Square, 4<sup>th</sup> Floor  
New York, NY 10004  
(212) 931-8300

TO:  
Kevin M. Maley, Esq.  
QUINN, MCGARRY, CAFFERY & PATRICIA, P.C.  
1600 Statler Towers  
Buffalo, New York 14202  
(716) 856-6066  
Attorneys for Plaintiff

SRA FILE #847-8003

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
JILL A. AZZARELLO,

Plaintiff,      Docket No.:

-against-

**VERIFICATION**

CDL HOTELS USA, INC., CDL (NYL) LIMITED,  
CDL (NEW YORK) L.L.C., CITY  
DEVELOPMENTS LIMITED (CDL) and  
MILLENIUM & COPTHORNE PLC.,

Defendants.

-----X

STATE OF NEW YORK    )  
                                  )SS.:  
COUNTY OF NEW YORK )

MARC J. MONTE, being duly sworn, deposes and says:

I am associated with the law firm of STRONGIN ROTHMAN & ABRAMS,  
LLP, attorneys for defendants CDL HOTELS USA, INC. and CDL (NYL) LIMITED; that I  
have read the foregoing Notice of Removal, and that the statements contained therein  
are true in substance and to my knowledge.

Dated: March 18, 2008

  
\_\_\_\_\_  
MARC J. MONTE (MM 0463)

Exhibit A

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF ERIE

JILL A. AZZARELLO,  
42 Homeworth Parkway  
Cheektowaga, New York 14225

-vs-

Plaintiff,

SUMMONS

Index No.:

2008-1096

CDL HOTELS USA, INC.,  
C/O Millennium Hotels and Resorts  
7600 E. Orchard Road  
SE 230 South  
Greenwood Village, Colorado 80111

Please turn this document over to  
your insurance agent or carrier  
immediately. Failure to do so could  
result in loss of coverage

CDL (NYL) LIMITED,  
C/O Millennium Hotels and Resorts  
7600 E. Orchard Road  
SE 230 South  
Greenwood Village, Colorado 80111

CDL (NEW YORK) L.L.C.,  
C/O CT Corporation System  
111 Eighth Avenue  
New York, New York 10011

CITY DEVELOPMENTS LIMITED (CDL)  
36 Robinson Road  
#20-01 City House Singapore 068877

and

MILLENNIUM & COPTHORNE PLC  
Victoria House, Victoria Road,  
Horley, Surrey RH6 7AF,  
United Kingdom

Defendants

To the above named Defendants:

Served By  
Service  
Specialists in All  
Legal Papers  
P.O. Box 871  
Albany, NY 12201

FILED  
01/25/2008/ 15:21:14  
ERIE COUNTY CLERK  
RCPT # 476369  
1 2008001096

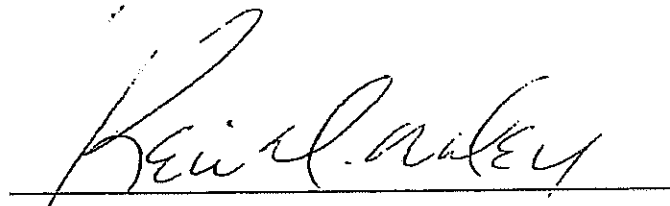
YOU ARE HEREBY SUMMONED AND REQUIRED to serve upon Plaintiff's attorneys, QUINN, McGARRY, CAFFERY & PATRICIA, P.C., at the address stated below, a written Answer to the attached Complaint.

If this Summons is served upon you within the State of New York by personal service, you must respond within Twenty (20) days after service, not counting the day of service. If this Summons is not personally delivered to you within the State of New York, you must respond within Thirty (30) days after service is completed, as provided by law.

If you do not respond to the attached Complaint within the applicable time limitation stated above, a Judgment will be entered against you, by default, for the relief demanded in the Complaint, without further notice to you.

This action is brought within the County of Erie and the State of New York because of the residence of the Plaintiff and the Defendants act of doing business in Erie County and New York State.

Dated: Buffalo, New York  
January 25, 2008



Quinn, McGarry, Caffery & Patricia, P.C.

KEVIN M. MALEY, ESQ.

Attorneys for Plaintiff

JILL A. AZZARELLO

1600 Statler Towers

Buffalo, New York 14202

(716) 856-6066

**PLEASE TURN THIS DOCUMENT OVER IMMEDIATELY TO YOUR INSURANCE AGENT OR CARRIER. FAILURE TO DO SO COULD RESULT IN LOSS OF COVERAGE.**

**CONTACT THE ABOVE NAMED ATTORNEY UPON RECEIPT**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ERIE

---

JILL A. AZZARELLO,

Plaintiff,

-vs-

COMPLAINT  
Index No.:

CDL HOTELS USA, INC.,  
CDL (NYL) LIMITED,  
CDL (NEW YORK) L.L.C.,  
CITY DEVELOPMENTS LIMITED (CDL) and  
MILLENNIUM & COPTHORNE PLC.

Defendants.

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**FILED**  
ACTIONS & PROCEEDINGS

JAN 25 2008

ERIE COUNTY  
CLERK'S OFFICE

Plaintiff, JILL A. AZZARELLO, by her attorneys, Quinn, McGarry, Caffery & Patricia,

P.C., for her Complaint against the Defendants, alleges as follows:

AS AND FOR A FIRST CAUSE OF ACTION AGAINST  
DEFENDANT, CDL HOTELS USA, INC., PLAINTIFF,  
ALLEGES:

1. Plaintiff, JILL A. AZZARELLO, at all times hereinafter mentioned, was and still is a resident of the Town of Cheektowaga, located within the County of Erie in the State of New York.

2. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL HOTELS USA, INC., was and still is a foreign corporation duly organized and existing under and by virtue of the laws of the State of Delaware.

3. Upon information and belief, at all times hereinafter mentioned, Defendant CDL HOTELS USA, INC., was authorized to and was doing business in the State of New York.



4. Upon information and belief, at all times hereinafter mentioned, Defendant CDL HOTELS USA, INC., maintained and maintains Offices and/or Hotels for the purpose of transacting business and was transacting business in the State of New York.

5. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL HOTELS USA, INC., was the owner of certain real property commonly known as Millennium Resort Scottsdale McCormick Ranch, 7401 North Scottsdale Road, located within the City of Scottsdale and State of Arizona.

6. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL HOTELS USA, INC., by its agents, servants and/or employees, maintained the Millennium Resort Scottsdale McCormick Ranch a Hotel, Restaurant, Resort and Conference Center open to the public and let rooms and suites at the aforesaid premises.

7. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL HOTELS USA, INC., by its agents, servants and/or employees, operated the aforesaid premises.

8. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL HOTELS USA, INC., by its agents, servants and/or employees maintained and cleaned the aforesaid premises.

9. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL HOTELS USA, INC., by its agents, servants and/or employees, managed the aforesaid premises.

10. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL HOTELS USA, INC., by its agents, servants and/or employees, controlled and inspected the aforesaid premises.

11. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL HOTELS USA, INC., by its agents, servants and/or employees, designed and secured the aforesaid premises.

12. On or about January 25, 2006, the Plaintiff, JILL A. AZZARELLO, while lawfully and properly a business invitee at the aforesaid premises and who was let a room to occupy for her stay was caused to be infected, poisoned, bit and stung by an insect, to wit: a scorpion.

13. Upon information and belief, the incident hereinbefore described and the resultant injuries were caused by the negligent, careless, reckless and/or unlawful conduct on the part of Defendant, CDL HOTELS USA, INC., by its agents, servants and/or employees, in the ownership, operation, maintenance, management, control and design of the aforesaid premises and, among, other things, said negligence of Defendant by its agents, servants and/or employees was exhibited in Defendant allowing and permitting an infestation of dangerous, deadly and venomous insects to remain and live in the hotel and hotel rooms which were provided to guests to occupy, when such rooms were in an unsafe, unfit, dangerous, hazardous, and possible deadly condition, which should have prevented occupation and in allowing and permitting it to be occupied and remain in such condition, without warning the Plaintiff and others of this dangerous condition's existence.

14. Upon information and belief, the aforesaid dangerous and hazardous condition existed for a sufficient-length-of time to give both actual and constructive notice to Defendant, CDL HOTELS USA, INC., by its agents, servants and/or employees, including notice by reasonable inspection.

15. Upon information and belief, Defendant, CDL HOTELS USA, INC., affirmatively created the dangerous and hazardous condition complained of herein.

16. As a result of the alleged incident, Plaintiff, JILL A. AZZARELLO, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defects; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; was caused to and did seek medical aid and attention; was caused to be confined to a hospital, bed and home, was caused to and did incur great medical expenses and may incur further medical expense; was caused to be incapacitated from her usual activities and work and may be further incapacitated.

17. This action falls within one or more of the exceptions set forth in CPLR 1602

18. Upon information and belief, as a result of the foregoing, the accident and Defendant's negligence, the Plaintiff, JILL A. AZZARELLO, has been damaged in an amount exceeding the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST  
DEFENDANT, CDL HOTELS USA, INC., PLAINTIFF,  
ALLEGES:

19. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "18" inclusive, with the same force and effect as if more fully set forth at length herein.

20. That the Defendant, CDL HOTELS USA, INC., its agents, servants and/or employees violated various statutes, codes, laws, ordinances, rules and regulations, involving providing hotel

rooms, cleaning hotel rooms, and the inspection, removal and spraying for insects in a business open to the public at its Millennium Resort Scottsdale McCormick Ranch location.

21. That by reason of the Defendant's violations as aforesaid, the Plaintiff was caused to sustain severe and permanent personal injuries as previously set forth.

22. That by reason of the foregoing, the Defendant is liable to the Plaintiff pursuant to the exceptions set forth in Article 16 of the CPLR.

23. Upon information and belief, as a result of the foregoing, the accident and Defendant's negligence, the Plaintiff, JILL A. AZZARELLO, has been damaged in an amount exceeding the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST  
DEFENDANT, CDL HOTELS USA, INC., PLAINTIFF,  
ALLEGES:

24. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "23" inclusive, with the same force and effect as if more fully set.

25. That in or about January 25, 2006, at the aforementioned premises the Defendant CDL HOTELS USA, INC., for a valuable consideration entered into a contractual agreement with the Plaintiff, express and implied to provide certain services specifically but not limited to providing a safe, habitable room at its Millennium Resort Scottsdale McCormick Ranch location, free of hazards for her to occupy during her stay.

26. That the Defendant failed to perform the contract and breached the contract and the express and implied warranties thereto in that the Defendant failed to provide a safe room free

of hazard or danger and failed to advise the Plaintiff of a known danger and failed to properly maintain, clean, inspect their premises and failed to perform and provide services: a room in an acceptable manner or habitable condition according to accepted and standard practices as set forth hereinabove in greater detail.

27. This action falls within one or more of the exceptions set forth in CPLR 1602.

28. Upon information and belief, as a result of the foregoing, the accident and Defendant's negligence, the Plaintiff, JILL A. AZZARELLO, has been damaged in an amount exceeding the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A FOURTH CAUSE OF ACTION AGAINST  
DEFENDANT, CDL (NYL) LIMITED, PLAINTIFF,  
ALLEGES:

29. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "28" inclusive, with the same force and effect as if more fully set.

30. Plaintiff, JILL A. AZZARELLO, at all times hereinafter mentioned, was and still is a resident of the Town of Cheektowaga, located within the County of Erie in the State of New York.

31. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL (NYL) LIMITED, was and still is a foreign corporation duly organized and existing under and by virtue of the laws of the State of Delaware.

32. Upon information and belief, at all times hereinafter mentioned, Defendant CDL (NYL) LIMITED, was authorized to and was doing business in the State of New York.

33. Upon information and belief, at all times hereinafter mentioned, Defendant CDL (NYL) LIMITED, maintained and maintains Offices and/or Hotels for the purpose of transacting business and was transacting business in the State of New York.

34. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL (NYL) LIMITED, was the owner of certain real property commonly known as Millennium Resort Scottsdale McCormick Ranch, 7401 North Scottsdale Road, located within the City of Scottsdale and State of Arizona.

35. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL (NYL) LIMITED., by its agents, servants and/or employees, maintained the Millennium Resort Scottsdale McCormick Ranch a Hotel, Restaurant, Resort and Conference Center open to the public and let rooms and suites at the aforesaid premises.

36. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL (NYL) LIMITED, by its agents, servants and/or employees, operated the aforesaid premises.

37. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL (NYL) LIMITED, by its agents, servants and/or employees maintained and cleaned the aforesaid premises.

38. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL (NYL) LIMITED, by its agents, servants and/or employees, managed the aforesaid premises.

39. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL (NYL) LIMITED, by its agents, servants and/or employees, controlled and inspected the aforesaid premises.

40. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL

(NYL) LIMITED, by its agents, servants and/or employees, designed and secured the aforesaid premises.

41. On or about January 25, 2006, the Plaintiff, JILL A. AZZARELLO, while lawfully and properly a business invitee at the aforesaid premises and who was let a room to occupy for her stay was caused to be infected, poisoned, bit and stung by an insect, to wit: a scorpion.

42. Upon information and belief, the incident hereinbefore described and the resultant injuries were caused by the negligent, careless, reckless and/or unlawful conduct on the part of Defendant, CDL (NYL) LIMITED, by its agents, servants and/or employees, in the ownership, operation, maintenance, management, control and design of the aforesaid premises and, among, other things, said negligence of Defendant by its agents, servants and/or employees was exhibited in Defendant allowing and permitting an infestation of dangerous, deadly and venomous insects to remain and live in the hotel and hotel rooms which were provided to guests to occupy, when such rooms were in an unsafe, unfit, dangerous, hazardous, and possible deadly condition, which should have prevented occupation and in allowing and permitting it to be occupied and remain in such condition, without warning the Plaintiff and others of this dangerous condition's existence.

43. Upon information and belief, the aforesaid dangerous and hazardous condition existed for a sufficient length of time to give both actual and constructive notice to Defendant, CDL (NYL) LIMITED, by its agents, servants and/or employees, including notice by reasonable inspection.

44. Upon information and belief, Defendant, CDL (NYL) LIMITED, affirmatively created the dangerous and hazardous condition complained of herein.

45. As a result of the alleged incident, Plaintiff, JILL A. AZZARELLO, sustained bodily

injuries and was painfully and seriously injured, and some of the injuries may result in permanent defects; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; was caused to and did seek medical aid and attention; was caused to be confined to a hospital, bed and home, was caused to and did incur great medical expenses and may incur further medical expense; was caused to be incapacitated from her usual activities and work and may be further incapacitated.

46. This action falls within one or more of the exceptions set forth in CPLR 1602

47. Upon information and belief, as a result of the foregoing, the accident and Defendant's negligence, the Plaintiff, JILL A. AZZARELLO, has been damaged in an amount exceeding the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A FIFTH CAUSE OF ACTION AGAINST  
DEFENDANT, CDL (NYL) LIMITED, PLAINTIFF,  
ALLEGES:

48. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "47" inclusive, with the same force and effect as if more fully set forth at length herein.

49. That the Defendant, CDL (NYL) LIMITED, its agents, servants and/or employees violated various statutes, codes, laws, ordinances, rules and regulations, involving providing hotel rooms, cleaning hotel rooms, and the inspection and removal and spraying for insects in a business open to the public at its Millennium Resort Scottsdale McCormick Ranch location.

50. That by reason of the Defendant CDL (NYL) LIMITED's violations as aforesaid, the Plaintiff was caused to sustain severe and permanent personal injuries as previously set forth.



51. That by reason of the foregoing, the Defendant is liable to the Plaintiff pursuant to the exceptions set forth in Article 16 of the CPLR.

52. Upon information and belief, as a result of the foregoing, the accident and Defendant's negligence, the Plaintiff, JILL A. AZZARELLO, has been damaged in an amount exceeding the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A SIXTH CAUSE OF ACTION AGAINST  
DEFENDANT, CDL (NYL) LIMITED, PLAINTIFF,  
ALLEGES:

53. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "52" inclusive, with the same force and effect as if more fully set.

54. That in or about January 25, 2006, at the aforementioned premises the Defendant CDL (NYL) LIMITED, for a valuable consideration entered into a contractual agreement with the Plaintiff, express and implied to provide certain services specifically but not limited to providing a safe, habitable room at its Millennium Resort Scottsdale McCormick Ranch location, free of hazards for her to occupy during her stay.

55. That the Defendant failed to perform the contract and breached the contract and the express and implied warranties thereto in that the Defendant failed to provide a safe room free of hazard or danger and failed to advise the Plaintiff of a known danger and failed to properly maintain, clean, inspect their premises and failed to perform and provide services: a room in an acceptable manner or habitable condition according to accepted and standard practices as set forth hereinabove in greater detail.

56. This action falls within one or more of the exceptions set forth in CPLR 1602.

57. Upon information and belief, as a result of the foregoing, the accident and Defendant's negligence, the Plaintiff, JILL A. AZZARELLO, has been damaged in an amount exceeding the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A SEVENTH CAUSE OF ACTION AGAINST  
DEFENDANT, CDL (NEW YORK) L.L.C., PLAINTIFF,  
ALLEGES:

58. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "57" inclusive, with the same force and effect as if more fully set.

59. Plaintiff, JILL A. AZZARELLO, at all times hereinafter mentioned, was and still is a resident of the Town of Cheektowaga, located within the County of Erie in the State of New York.

60. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL (NEW YORK) L.L.C., was and still is a foreign Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Delaware.

61. Upon information and belief, at all times hereinafter mentioned, Defendant CDL (NEW YORK) L.L.C., was authorized to and was doing business in the State of New York.

62. Upon information and belief, at all times hereinafter mentioned, Defendant CDL (NEW YORK) L.L.C., maintained and maintains Offices and/or Hotels for the purpose of transacting business and was transacting business in the State of New York.

63. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL

(NEW YORK) L.L.C., was the owner of certain real property commonly known as Millennium Resort Scottsdale McCormick Ranch, 7401 North Scottsdale Road, located within the City of Scottsdale and State of Arizona.

64. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL (NEW YORK) L.L.C., by its agents, servants and/or employees, maintained the Millennium Resort Scottsdale McCormick Ranch a Hotel, Restaurant, Resort and Conference Center open to the public and let rooms and suites at the aforesaid premises.

65. Upon information and belief, at all times hereinafter mentioned, CDL (NEW YORK) L.L.C., by its agents, servants and/or employees, operated the aforesaid premises.

66. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL (NEW YORK) L.L.C., by its agents, servants and/or employees maintained and cleaned the aforesaid premises.

67. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL (NEW YORK) L.L.C., by its agents, servants and/or employees, managed the aforesaid premises.

68. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL (NEW YORK) L.L.C., by its agents, servants and/or employees, controlled and inspected the aforesaid premises.

69. Upon information and belief, at all times hereinafter mentioned, Defendant, CDL (NEW YORK) L.L.C., by its agents, servants and/or employees, designed and secured the aforesaid premises.

70. On or about January 25, 2006, the Plaintiff, JILL A. AZZARELLO, while lawfully and properly a business invitee at the aforesaid premises and who was let a room to occupy for

her stay was caused to be infected, poisoned, bit and stung by an insect, to wit: a scorpion.

71. Upon information and belief, the incident hereinbefore described and the resultant injuries were caused by the negligent, careless, reckless and/or unlawful conduct on the part of Defendant, CDL (NEW YORK) L.L.C., by its agents, servants and/or employees, in the ownership, operation, maintenance, management, control and design of the aforesaid premises and, among, other things, said negligence of Defendant by its agents, servants and/or employees was exhibited in Defendant allowing and permitting an infestation of dangerous, deadly and venomous insects to remain and live in the hotel and hotel rooms which were provided to guests to occupy, when such rooms were in an unsafe, unfit, dangerous, hazardous, and possible deadly condition, which should have prevented occupation and in allowing and permitting it to be occupied and remain in such condition, without warning the Plaintiff and others of this dangerous condition's existence.

72. Upon information and belief, the aforesaid dangerous and hazardous condition existed for a sufficient length of time to give both actual and constructive notice to Defendant, CDL (NEW YORK) L.L.C., by its agents, servants and/or employees, including notice by reasonable inspection.

73. Upon information and belief, Defendant, CDL (NEW YORK) L.L.C., affirmatively created the dangerous and hazardous condition complained of herein.

74. As a result of the alleged incident, Plaintiff, JILL A. AZZARELLO, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defects; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; was caused to and did seek medical aid and attention; was caused to

be confined to a hospital, bed and home, was caused to and did incur great medical expenses and may incur further medical expense; was caused to be incapacitated from her usual activities and work and may be further incapacitated.

75. This action falls within one or more of the exceptions set forth in CPLR 1602

76. Upon information and belief, as a result of the foregoing, the accident and Defendant's negligence, the Plaintiff, JILL A. AZZARELLO, has been damaged in an amount exceeding the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A EIGHTH CAUSE OF ACTION AGAINST  
DEFENDANT, CDL (NEW YORK) L.L.C., PLAINTIFF,  
ALLEGES:

77. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "76" inclusive, with the same force and effect as if more fully set forth at length herein.

78. That the Defendant, CDL (NEW YORK) L.L.C., its agents, servants and/or employees violated various statutes, codes, laws, ordinances, rules and regulations, involving providing hotel rooms, cleaning hotel rooms, and the inspection and removal and spraying for insects in a business open to the public at its Millennium Resort Scottsdale McCormick Ranch location.

79. That by reason of the Defendant's violations as aforesaid, the Plaintiff was caused to sustain severe and permanent personal injuries as previously set forth.

80. That by reason of the foregoing, the Defendant is liable to the Plaintiff pursuant to the exceptions set forth in Article 16 of the CPLR.

81. Upon information and belief, as a result of the foregoing, the accident and

Defendant's negligence, the Plaintiff, JILL A. AZZARELLO, has been damaged in an amount exceeding the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A NINTH CAUSE OF ACTION AGAINST  
DEFENDANT, CDL (NEW YORK) L.L.C., PLAINTIFF,  
ALLEGES:

82. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "81" inclusive, with the same force and effect as if more fully set.

83. That in or about January 25, 2006, at the aforementioned premises the Defendant CDL (NEW YORK) L.L.C., for a valuable consideration entered into a contractual agreement with the Plaintiff, express and implied to provide certain services specifically but not limited to providing a safe, habitable room at its Millennium Resort Scottsdale McCormick Ranch location, free of hazards for her to occupy during her stay.

84. That the Defendant failed to perform the contract and breached the contract and the express and implied warranties thereto in that the Defendant failed to provide a safe room free of hazard or danger and failed to advise the Plaintiff of a known danger and failed to properly maintain, clean, inspect their premises and failed to perform and provide services: a room in an acceptable manner or habitable condition according to accepted and standard practices as set forth hereinabove in greater detail.

85. This action falls within one or more of the exceptions set forth in CPLR 1602.

86. Upon information and belief, as a result of the foregoing, the accident and Defendant's negligence, the Plaintiff, JILL A. AZZARELLO, has been damaged in an amount

exceeding the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A TENTH CAUSE OF ACTION AGAINST  
DEFENDANT, CITY DEVELOPMENTS LIMITED (CDL), PLAINTIFF,  
ALLEGES:

87. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "86" inclusive, with the same force and effect as if more fully set.

88. Plaintiff, JILL A. AZZARELLO, at all times hereinafter mentioned, was and still is a resident of the Town of Cheektowaga, located within the County of Erie in the State of New York.

89. Upon information and belief, at all times hereinafter mentioned, Defendant, CITY DEVELOPMENTS LIMITED (CDL) was and still is a foreign corporation.

90. Upon information and belief, at all times hereinafter mentioned, Defendant CITY DEVELOPMENTS LIMITED (CDL), was authorized to and was doing business in the State of New York.

91. Upon information and belief, at all times hereinafter mentioned, Defendant CITY DEVELOPMENTS LIMITED (CDL), maintained and maintains Offices and/or Hotels for the purpose of transacting business and was transacting business in the State of New York.

92. Upon information and belief, at all times hereinafter mentioned, Defendant, CITY DEVELOPMENTS LIMITED (CDL), was the owner of certain real property commonly known as Millennium Resort Scottsdale McCormick Ranch, 7401 North Scottsdale Road, located within the City of Scottsdale and State of Arizona.

93. Upon information and belief, at all times hereinafter mentioned, Defendant, CITY

DEVELOPMENTS LIMITED (CDL), by its agents, servants and/or employees, maintained the Millennium Resort Scottsdale McCormick Ranch a Hotel, Restaurant, Resort and Conference Center open to the public and let rooms and suites at the aforesaid premises.

94. Upon information and belief, at all times hereinafter mentioned, CITY DEVELOPMENTS LIMITED (CDL), by its agents, servants and/or employees, operated the aforesaid premises.

95. Upon information and belief, at all times hereinafter mentioned, Defendant, CITY DEVELOPMENTS LIMITED (CDL), by its agents, servants and/or employees maintained and cleaned the aforesaid premises.

96. Upon information and belief, at all times hereinafter mentioned, Defendant, CITY DEVELOPMENTS LIMITED (CDL), by its agents, servants and/or employees, managed the aforesaid premises.

97. Upon information and belief, at all times hereinafter mentioned, Defendant, CITY DEVELOPMENTS LIMITED (CDL), by its agents, servants and/or employees, controlled and inspected the aforesaid premises.

98. Upon information and belief, at all times hereinafter mentioned, CITY DEVELOPMENTS LIMITED (CDL), by its agents, servants and/or employees, designed and secured the aforesaid premises.

99. On or about January 25, 2006, the Plaintiff, JILL A. AZZARELLO, while lawfully and properly a business invitee at the aforesaid premises and who was let a room to occupy for her stay was caused to be infected, poisoned, bit and stung by an insect, to wit: a scorpion.

100. Upon information and belief, the incident hereinbefore described and the resultant



injuries were caused by the negligent, careless, reckless and/or unlawful conduct on the part of Defendant, CITY DEVELOPMENTS LIMITED (CDL), by its agents, servants and/or employees, in the ownership, operation, maintenance, management, control and design of the aforesaid premises and, among, other things, said negligence of Defendant by its agents, servants and/or employees was exhibited in Defendant allowing and permitting an infestation of dangerous, deadly and venomous insects to remain and live in the hotel and hotel rooms which were provided to guests to occupy, when such rooms were in an unsafe, unfit, dangerous, hazardous, and possible deadly condition, which should have prevented occupation and in allowing and permitting it to be occupied and remain in such condition, without warning the Plaintiff and others of this dangerous condition's existence.

101. Upon information and belief, the aforesaid dangerous and hazardous condition existed for a sufficient length of time to give both actual and constructive notice to Defendant, CITY DEVELOPMENTS LIMITED (CDL), by its agents, servants and/or employees, including notice by reasonable inspection.

102. Upon information and belief, Defendant, CITY DEVELOPMENTS LIMITED (CDL), affirmatively created the dangerous and hazardous condition complained of herein.

103. As a result of the alleged incident, Plaintiff, JILL A. AZZARELLO, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defects; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; was caused to and did seek medical aid and attention; was caused to be confined to a hospital, bed and home, was caused to and did incur great medical expenses and may incur further medical expense; was caused to be incapacitated from her usual

activities and work and may be further incapacitated.

104. This action falls within one or more of the exceptions set forth in CPLR 1602

105. Upon information and belief, as a result of the foregoing, the accident and Defendant's negligence, the Plaintiff, JILL A. AZZARELLO, has been damaged in an amount exceeding the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A ELEVENTH CAUSE OF ACTION AGAINST  
DEFENDANT, CITY DEVELOPMENTS LIMITED (CDL), PLAINTIFF,  
ALLEGES:

106. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "105" inclusive, with the same force and effect as if more fully set forth at length herein.

107. That the Defendant, CITY DEVELOPMENTS LIMITED (CDL), its agents, servants and/or employees violated various statutes, codes, laws, ordinances, rules and regulations, involving providing hotel rooms, cleaning hotel rooms, and the inspection and removal and spraying for insects in a business open to the public at its Millennium Resort Scottsdale McCormick Ranch location.

108. That by reason of the Defendant's violations as aforesaid, the Plaintiff was caused to sustain severe and permanent personal injuries as previously set forth.

109. That by reason of the foregoing, the Defendant is liable to the Plaintiff pursuant to the exceptions set forth in Article 16 of the CPLR.

110. Upon information and belief, as a result of the foregoing, the accident and Defendant's negligence, the Plaintiff, JILL A. AZZARELLO, has been damaged in an amount exceeding the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A TWELFTH CAUSE OF ACTION AGAINST  
DEFENDANT, CITY DEVELOPMENTS LIMITED (CDL), PLAINTIFF,  
ALLEGES:

111. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "110" inclusive, with the same force and effect as if more fully set.

112. That in or about January 25, 2006, at the aforementioned premises the Defendant CITY DEVELOPMENTS LIMITED (CDL), for a valuable consideration entered into a contractual agreement with the Plaintiff, express and implied to provide certain services specifically but not limited to providing a safe, habitable room, at its Millennium Resort Scottsdale McCormick Ranch location, free of hazards for her to occupy during her stay.

113. That the Defendant failed to perform the contract and breached the contract and the express and implied warranties thereto in that the Defendant failed to provide a safe room free of hazard or danger and failed to advise the Plaintiff of a known danger and failed to properly maintain, clean, inspect their premises and failed to perform and provide services: a room in an acceptable manner or habitable condition according to accepted and standard practices as set forth hereinabove in greater detail.

114. This action falls within one or more of the exceptions set forth in CPLR 1602.

115. Upon information and belief, as a result of the foregoing, the accident and Defendant's negligence, the Plaintiff, JILL A. AZZARELLO, has been damaged in an amount exceeding the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A THIRTEENTH CAUSE OF ACTION AGAINST  
DEFENDANT, MILLENNIUM & COPTHORNE PLC, PLAINTIFF,  
ALLEGES:

116. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "115" inclusive, with the same force and effect as if more fully set.

117. Plaintiff, JILL A. AZZARELLO, at all times hereinafter mentioned, was and still is a resident of the Town of Cheektowaga, located within the County of Erie in the State of New York.

118. Upon information and belief, at all times hereinafter mentioned, Defendant, MILLENNIUM & COPTHORNE PLC was and still is a foreign corporation.

119. Upon information and belief, at all times hereinafter mentioned, Defendant MILLENNIUM & COPTHORNE PLC, was authorized to and was doing business in the State of New York.

120. Upon information and belief, at all times hereinafter mentioned, Defendant MILLENNIUM & COPTHORNE PLC, maintained and maintains Offices and/or Hotels for the purpose of transacting business and was transacting business in the State of New York.

121. Upon information and belief, at all times hereinafter mentioned, Defendant, MILLENNIUM & COPTHORNE PLC, was the owner of certain real property commonly known as Millennium Resort Scottsdale McCormick Ranch, 7401 North Scottsdale Road, located within the City of Scottsdale and State of Arizona.

122. Upon information and belief, at all times hereinafter mentioned, Defendant, MILLENNIUM & COPTHORNE PLC, by its agents, servants and/or employees, maintained the

Millennium Resort Scottsdale McCormick Ranch a Hotel, Restaurant, Resort and Conference Center open to the public and let rooms and suites at the aforesaid premises.

123. Upon information and belief, at all times hereinafter mentioned, MILLENNIUM & COPTHORNE PLC, by its agents, servants and/or employees, operated the aforesaid premises.

124. Upon information and belief, at all times hereinafter mentioned, Defendant, MILLENNIUM & COPTHORNE PLC, by its agents, servants and/or employees maintained and cleaned the aforesaid premises.

125. Upon information and belief, at all times hereinafter mentioned, Defendant, MILLENNIUM & COPTHORNE PLC, by its agents, servants and/or employees, managed the aforesaid premises.

126. Upon information and belief, at all times hereinafter mentioned, Defendant, MILLENNIUM & COPTHORNE PLC, by its agents, servants and/or employees, controlled and inspected the aforesaid premises.

127. Upon information and belief, at all times hereinafter mentioned, MILLENNIUM & COPTHORNE PLC, by its agents, servants and/or employees, designed and secured the aforesaid premises.

128. On or about January 25, 2006, the Plaintiff, JILL A. AZZARELLO, while lawfully and properly a business invitee at the aforesaid premises and who was let a room to occupy for her stay was caused to be infected, poisoned, bit and stung by an insect, to wit: a scorpion.

129. Upon information and belief, the incident hereinbefore described and the resultant injuries were caused by the negligent, careless, reckless and/or unlawful conduct on the part of Defendant, MILLENNIUM & COPTHORNE PLC, by its agents, servants and/or employees, in

the ownership, operation, maintenance, management, control and design of the aforesaid premises and, among, other things, said negligence of Defendant by its agents, servants and/or employees was exhibited in Defendant allowing and permitting an infestation of dangerous, deadly and venomous insects to remain and live in the hotel and hotel rooms which were provided to guests to occupy, when such rooms were in an unsafe, unfit, dangerous, hazardous, and possible deadly condition, which should have prevented occupation and in allowing and permitting it to be occupied and remain in such condition, without warning the Plaintiff and others of this dangerous condition's existence.

130. Upon information and belief, the aforesaid dangerous and hazardous condition existed for a sufficient length of time to give both actual and constructive notice to Defendant, MILLENNIUM & COPTHORNE PLC, by its agents, servants and/or employees, including notice by reasonable inspection.

131. Upon information and belief, Defendant, MILLENNIUM & COPTHORNE PLC., affirmatively created the dangerous and hazardous condition complained of herein.

132. As a result of the alleged incident, Plaintiff, JILL A. AZZARELLO, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defects; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; was caused to and did seek medical aid and attention; was caused to be confined to a hospital, bed and home, was caused to and did incur great medical expenses and may incur further medical expense; was caused to be incapacitated from her usual activities and work and may be further incapacitated.

133. This action falls within one or more of the exceptions set forth in CPLR 1602

134. Upon information and belief, as a result of the foregoing, the accident and Defendant's negligence, the Plaintiff, JILL A. AZZARELLO, has been damaged in an amount exceeding the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A FOURTEENTH CAUSE OF ACTION AGAINST  
DEFENDANT, MILLENNIUM & COPTHORNE PLC, PLAINTIFF,  
ALLEGES:

135. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "134" inclusive, with the same force and effect as if more fully set forth at length herein.

136. That the Defendant, MILLENNIUM & COPTHORNE PLC, its agents, servants and/or employees violated various statutes, codes, laws, ordinances, rules and regulations, involving providing hotel rooms, cleaning hotel rooms, and the inspection and removal and spraying for insects in a business open to the public at its Millennium Resort Scottsdale McCormick Ranch location.

137. That by reason of the Defendant's violations as aforesaid, the Plaintiff was caused to sustain severe and permanent personal injuries as previously set forth.

138. That by reason of the foregoing, the Defendant is liable to the Plaintiff pursuant to the exceptions set forth in Article 16 of the CPLR.

139. Upon information and belief, as a result of the foregoing, the accident and Defendant's negligence, the Plaintiff, JILL A. AZZARELLO, has been damaged in an amount exceeding the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A FIFTEENTH CAUSE OF ACTION AGAINST  
DEFENDANT, MILLENNIUM & COPTHORNE PLC, PLAINTIFF,  
ALLEGES:

140. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "139" inclusive, with the same force and effect as if more fully set.

141. That in or about January 25, 2006, at the aforementioned premises the Defendant MILLENNIUM & COPTHORNE PLC, for a valuable consideration entered into a contractual agreement with the Plaintiff, express and implied to provide certain services specifically but not limited to providing a safe, habitable room, at its Millennium Resort Scottsdale McCormick Ranch location, free of hazards for her to occupy during her stay.

142. That the Defendant failed to perform the contract and breached the contract and the express and implied warranties thereto in that the Defendant failed to provide a safe room free of hazard or danger and failed to advise the Plaintiff of a known danger and failed to properly maintain, clean, inspect their premises and failed to perform and provide services: a room in an acceptable manner or habitable condition according to accepted and standard practices as set forth hereinabove in greater detail.

143. This action falls within one or more of the exceptions set forth in CPLR 1602.

144. Upon information and belief, as a result of the foregoing, the accident and Defendant's negligence, the Plaintiff, JILL A. AZZARELLO, has been damaged in an amount exceeding the jurisdictional limits of all lower courts that would otherwise have jurisdiction.



**WHEREFORE**, th Plaintiff, **JILL A. AZZARELLO** demands judgment against the Defendants, either jointly or severally for each and every cause of action from the First to the Fifteen seeking damages in excess of the jurisdictional limits of all lower courts that would otherwise have jurisdiction and hereby seeks said damages from each of said defendants, and for such other, further or different relief as the Court may deem just and proper herein, together with the costs and disbursements of this action.

DATED: Buffalo, New York  
January 25, 2008

By: 

Kevin M. Maley, Esq.  
QUINN, McGARRY, CAFFERY & PATRICIA, P.C.  
Attorneys for Plaintiff  
**JILL A. AZZARELLO**  
1600 Statler Towers  
Buffalo, New York 14202  
(716) 856-6066

STATE OF NEW YORK     )  
                                      )SS.:  
COUNTY OF NEW YORK )

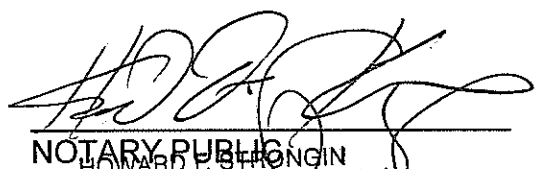
LYUDMILA TIMOSHENKO, being duly sworn, deposes and says that she is not a party to this action, is over the age of 18 years, and resides in Middlesex County, New Jersey. That on this 18<sup>th</sup> day of March, 2008 she served the within **Notice of Removal and Exhibit in support** upon:

Kevin M. Maley, Esq.  
Quinn, McGarry, Caffery & Patricia, P.C.  
1600 Statler Towers  
Buffalo, NY 14202

by depositing a true copy of same securely enclosed in a post-paid wrapper in an official depository under the exclusive care and custody of the United States Postal Office within the State of New York, by Regular Mail.

  
\_\_\_\_\_  
LYUDMILA TIMOSHENKO

Sworn to before me this  
18<sup>th</sup> day of March, 2008

  
\_\_\_\_\_  
NOTARY PUBLIC  
HOWARD P. STRONGIN  
Notary Public, State of New York  
No. 02ST4758421  
Qualified in NASSAU County  
Commission Expires DECEMBER 31, 20 10